UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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BLANCA CORTES,

          Plaintiff,

-against-

1661, INC., d/b/a GOAT GROUP FLIGHT
CLUB NEW YORK (DE) LLC, MARC
LAMBERT individually, and MICHAEL
BURCH individually,

          Defendants.

Civil Action No. 1:23-cv-03418-DLC

**DECLARATION OF SHEENA JOSEPH
IN SUPPORT OF DEFENDANTS'
MOTION TO COMPEL ARBITRATION
AND DISMISS OR STAY THIS CIVIL
ACTION OR ALTERNATIVELY,
DISMISS FOR IMPROPER VENUE**

Electronically Filed

I, Sheena Joseph, declare as follows:

1.   I am employed by Defendant 1661, Inc., d/b/a GOAT (improperly pleaded as "1661 Inc., d/b/a GOAT GROUP FLIGHT CLUB NEW YORK (DE) LLC") ("GOAT") as Director, Total Rewards & People Operations. I have personal knowledge of the following facts, and if called to testify, could and would competently testify to the below. I make this declaration in support of Defendant GOAT and Defendant Flight Club New York LLC's (improperly pleaded as Flight Club New York (DE) LLC's ("Flight Club") (together with GOAT, the "Defendants") Motion to Compel Arbitration and Dismiss or Stay the Action, or alternatively, dismiss for improper venue.

2.   In my current position, I have access to and am familiar with the onboarding process concerning Defendants' employees, as well as personnel documents and data concerning Defendants' employees.

3.   Specifically, I have access to the personnel files and information of GOAT's current and former employees, including Plaintiff Blanca Cortes ("Plaintiff"). Such records are maintained and relied upon by Defendants in the ordinary course of business, and it is the regular

practice of Defendants to maintain such business records. Further, I am an authorized custodian of Defendants' records pertaining to human resource matters, including personnel records and company policies, procedures, and standards.

4.   GOAT is a Delaware corporation with a principal place of business in Los Angeles, California.

5.   Flight Club is a Delaware limited liability company with a principal place of business in New York.

6.   Based upon my knowledge and review of certain personnel records, on or about July 9, 2021, GOAT provided Plaintiff with an offer of employment to serve as a Regional Asset Protection Manager starting July 26, 2021. A true and accurate copy of the July 9, 2021 offer letter is attached and incorporated as **Exhibit A**.

7.   On or about July 13, 2021, along with other onboarding documents, GOAT provided Plaintiff with an electronic copy of the Mutual Agreement to Arbitrate Claims, which had to be executed as a condition of employment. A true and accurate copy of Mutual Agreement to Arbitrate Claims is attached and incorporated as **Exhibit B**.

8.   If Plaintiff agreed to the terms of the Mutual Agreement to Arbitrate Claims, she was required to create a password for an account that GOAT created for her on UltiPro, GOAT's cloud-based human resources information system used to complete employees' onboarding processes, and then review and electronically sign the Mutual Agreement to Arbitrate Claims by (1) clicking on a "View & Sign" button, (2) the "Start" button, (3) review the Mutual Agreement to Arbitrate Claims and click to sign the Agreement, (4) then click "Done," which inserted her electronic signature onto the Mutual Agreement to Arbitrate Claims.

9.   I have personally reviewed Plaintiff's OnBoarding New Hire Audit Trail, which catalogs each time an employee accesses, views, updates, or signs GOAT's policies

or other onboarding related documents. Based on a review of Plaintiff's onboarding audit trail, Plaintiff viewed the Mutual Agreement to Arbitrate Claims from IP address 107.72.178.233 on July 13, 2021. A true and accurate copy of Plaintiff's OnBoarding General Audit Trail is attached and incorporated as **Exhibit C**.

10.   Plaintiff agreed to the Mutual Agreement to Arbitrate Claims, and specifically agreed to submit any dispute stemming from her employment with GOAT or termination thereof by electronically signing it on July 13, 2021 from IP address 107.72.178.233. The Mutual Agreement to Arbitrate Claims was also signed by GOAT's company representative.

11.   While she was employed by GOAT, Plaintiff reported to Marc Lambert ("Lambert"), Associate Director of Asset Protection employed by GOAT and who remotely supervised Plaintiff. Lambert worked remotely from Illinois and was based out of GOAT's Chicago, Illinois office.

12.   While she was employed by GOAT, Plaintiff also worked on occasion with GOAT employee Michael Burch, who was also an Associate Director of Asset Protection, worked remotely from California and was based in GOAT's California office.

13.   While she was employed by GOAT, Plaintiff was a resident of New Jersey, with an address at 156 Magnolia Avenue, Elizabeth, New Jersey 07206 and assigned to work primarily in New Jersey.

14.   Flight Club is a separate legal entity from GOAT and is a wholly owned subsidiary of GOAT. **GOAT does not have a physical location or facility in New York**. Only Flight Club has a location in New York. Flight Club has its own employees who are not employees of GOAT. Further, Plaintiff was never employed by Flight Club.

15.   Indeed, Plaintiff's pay stubs from her hire in July 2021 to the date of her discharge on February 18, 2022, show that her work location was GOAT's Teterboro, New Jersey location

(and prior to that, GOAT's Secaucus, New Jersey location).

GOATGROUP

1661, Inc. dba GOAT
3433 West Exposition Place
Los Angeles, CA 90018

Pay Details

Blanca Cortes	Employee Number	001117	Pay Group	GOAT Salary
156 Magnolia Ave.	SSN	XXX-XX-XXXX	Location	Teterboro, NJ
Elizabeth, NJ 07206	Job	Reg Asset Prtction Managr	Department	FIN - Finance
USA	Pay Rate	$48.0769	Division	ASPROT - Asset Protection
	Pay Frequency	Biweekly		

A copy of Plaintiff's pay stubs from July 2021 to the date of her discharge, February 18, 2022 is

attached hereto as **Exhibit D**.

I declare under penalty of perjury, that the foregoing is true and correct.

Executed this 22nd day of May, 2023

By: _____
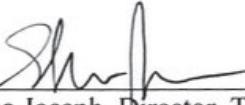
Sheena Joseph, Director, Total Rewards & People Operations